

RESOLUTION NO. 14-R23

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE ISSUANCE TO SUNTRUST BANK OF THE CITY'S NOT TO EXCEED \$3,920,771 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2014A AND ITS NOT TO EXCEED \$179,229 TAXABLE CAPITAL IMPROVEMENT REVENUE NOTE SERIES 2014B THE PROCEEDS OF WHICH WILL BE USED TO CONSTRUCT IMPROVEMENTS TO AND REHABILITATE THE CITY OWNED AND OPERATED MARINA AND TO PAY COSTS OF ISSUANCE THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SUNTRUST BANK TO SECURE THE REPAYMENT OF SAID 2014 NOTES; PROVIDING FOR THE PAYMENT OF SAID 2014 NOTES FROM NET MARINA REVENUES AND THE HALF-CENT SALES TAX, ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE 2014 NOTES, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH SAID LOAN; DESIGNATING THE 2014A NOTE AS "BANK QUALIFIED"; PROVIDING FOR SEVERABILITY AND OTHER MATTERS IN REGARD THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, Part VI, Chapter 218, Florida Statutes, the Florida Constitution, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared:

(A) The City of Fort Pierce, Florida (the "City") deems it necessary, desirable and in the best interests of the City that the City finance its costs of constructing improvements to and rehabilitating the City owned and operated marina (the "Project"), all as more particularly described in the Loan Agreement (as defined herein).

(B) Pursuant to Section 2(b), Article VIII of the State Constitution, and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance of the 2014 Notes (hereinafter defined) and the execution and delivery of the Loan Agreement for the purposes of financing the cost of the Project is not prohibited by law.

(C) The City staff in connection with RBC Capital Markets, LLC ("RBC") have reviewed the proposal of SunTrust Bank (the "Bank") regarding a loan in a principal amount not to exceed \$3,920,771 as provided in the 2014A Note (as defined below) and a loan in a principal amount not to exceed \$179,229 as provided in the 2014B Note (as defined below) (collectively the "Loan") to the City, the proceeds of which will be applied to finance costs of the Project and to pay costs of issuing the 2014 Notes.

(D) The Loan will be secured by the Pledged Revenues as provided in the Loan Agreement pursuant to which the City will issue its Capital Improvement Revenue Note, Series 2014A (the "2014A Note"), and its Taxable Capital Improvement Revenue Note, Series 2014B (the "2014B Note", collectively with the 2014A Note, the "2014 Notes"), to secure the repayment of the Loan.

(E) The City is advised by RBC that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2014 Notes pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the 2014 Notes at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible prices, interest rates and other terms for the 2014 Notes and, accordingly, the City Commission of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated private placement of the 2014 Notes to the Bank be authorized.

SECTION 3. AUTHORIZATION OF FINANCING OF PROJECT. The City hereby authorizes the financing of the Project as more particularly described in the Loan Agreement.

SECTION 4. ACCEPTANCE OF PROPOSAL LETTER WITH BANK. Based on a recommendation from the City's selection team, the City hereby accepts the proposal letter of the Bank dated June 19, 2014 attached hereto to provide the City with the Loan.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND EXECUTION OF LOAN AGREEMENT AND 2014 NOTES. The Loan and the repayment of the Loan as evidenced by the 2014 Notes shall be pursuant to the terms and provisions of the Loan Agreement and the 2014 Notes. The City hereby approves the Loan Agreement by and between the City and the Bank substantially in the form attached hereto (the "Loan Agreement") and authorizes the Mayor or the Mayor Pro-Tem of the City (collectively, the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement and the 2014 Notes in substantially the form attached to the Loan Agreement, with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2014 NOTES. Pursuant to the Loan Agreement, the 2014 Notes will be secured on parity with each other payable from and secured by a lien on the net revenues of the City owned and operated marina and the half-cent sales tax, all as more particularly described in the Loan Agreement.

SECTION 7. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates, opinions, or items are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2014 Notes and the security therefor, the Mayor, the City Clerk, the City Manager, the Director of Finance and the City Attorney are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 8. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as Registrar and Paying Agent for the 2014 Notes.

SECTION 9. LIMITED OBLIGATION. The obligation of the City to repay amounts under the Loan Agreement and the 2014 Notes are limited and special obligations, payable solely from the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

SECTION 10. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement or the 2014 Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not effect any other provision of this Resolution, the Loan Agreement or the 2014 Notes, but this Resolution, the Loan Agreement and the 2014 Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2014 Notes and the Loan Agreement shall be issued and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 11. DESIGNATION OF 2014A NOTE AS BANK QUALIFIED. The City designates the 2014A Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The City does not reasonably anticipate that the City, any subordinate entities of the City, and issuers of debt that issue “on behalf” of the City, will during the calendar year 2014 issue more than \$10,000,000 of “tax-exempt” obligations, exclusive of those obligations described in Section 265(b)(3)(C)(ii) of the Code.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 21st day of July, 2014.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

By _____
Mayor

ATTEST:

By _____
City Clerk

Approved as to form and correctness:

By _____
City Attorney